

AG Contract No KR98-0370TRN
ADOT ECS File No. JPA 98-22
Project: RAM 600-0-527
TRACS: H 4689 01 C
Section: SR101L, Agua Fria Fwy.
51st Avenue to 27th Avenue

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

84074

THIS AGREEMENT is entered into 7 August, 1998 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Phoenix, acting by and through its Mayor and City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Chapter 2, Section 2 of the City Charter, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-101L at the following location:

From SR 101L centerline roadway station 959+63 at 51st Avenue to centerline roadway station 1269+00 at I-17, and on the west side of I-17 from I-17 centerline station 720+50 at Yorkshire Boulevard to centerline station 774+00 at Rose Garden Lane a total net distance of approximately 4.27 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22570

Filed with the Secretary of State

Date Filed: 08/07/98

Betty Bayless

Secretary of State

By Vicky D. Greenwood

II. SCOPE OF WORK

a. The State will prepare to State standards design plans for the landscaping and irrigation project and submit them to the City for concurrence

b. After City concurrence of the plans, the project will be constructed by the State

c. The City shall be responsible for costs in the estimated amount of \$37,108.00 as shown on the attached Landscape Cost Estimate, related to installing special irrigation controllers, construction of portions of a recreational trail, and drainage erosion control modifications

d. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will waive water development fees.

e. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense

f. After construction the State will maintain the landscaping and irrigation system, generally within the Control of Access.

g. After construction, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system

h. The City hereby agrees to maintain the recreational path and the landscaping in areas designated on the Maintenance Exhibit. Recreational trail maintenance shall consist of maintaining the trail and associated elements in good repair, free of weeds trash and silt. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic.

i. The City has permission to enter the control of access area to perform emergency repairs to the irrigation system. All other planned work within the control of access shall be requested through the State's Phoenix Maintenance District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
200 West Washington, 5th Floor
Phoenix, AZ 85003-1611

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX

STATE OF ARIZONA
Department of Transportation

By *J. Donald Herp*
for JAMES H. MATTESON, Director
Street Transportation

By *Peter L. Eno*
PETER L. ENO
Contract Administrator

ATTEST

By *Vicky Miel*
VICKY MIEL
City Clerk

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of July, 1998

Michael D. Heen

ACTING City Attorney
DVB

RESOLUTION

BE IT RESOLVED on this 12th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to landscape certain areas within the right of way on SR 101L, Agua Fria Freeway, between 51st and 27th Avenues.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, acting Manager
Engineering Technical Group

for MARY E. PETERS, Director

ARIZONA DEPARTMENT OF TRANSPORTATION

Landscape Cost Estimate				
RAM 600-0-527				
101L MA 020 H 4689 01C				
51st to 27th Ave				
Item No.	Item Description	Unit	Quantity	Amount
8020001	Landscape Grading	S.Y.	5276	\$1,319.00
8030104	Granite Mulch (Recreational Tr 1/4" Minus)	S.Y.	2392	\$4,784.00
8080140	Controller (Automatic) (City)	EACH	3	\$7,499.00
9080242	Concrete Sidewalk (Spillway)	S.F.	3735	\$11,205.00
	Construction & Engineering @ 14%			\$5,573.00
	Subtotal			\$45,378.00

MAY 1, 1997



ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
LANDSCAPE PLAN OF

STATE HIGHWAY
AGUA FRIA LOOP 101
RAM-600-0-527
101L MA 020

MAINTENANCE EXHIBIT

July, 1998

AGUA FRIA, 51st AVE - 27th AVE

SEE PAGE 8088

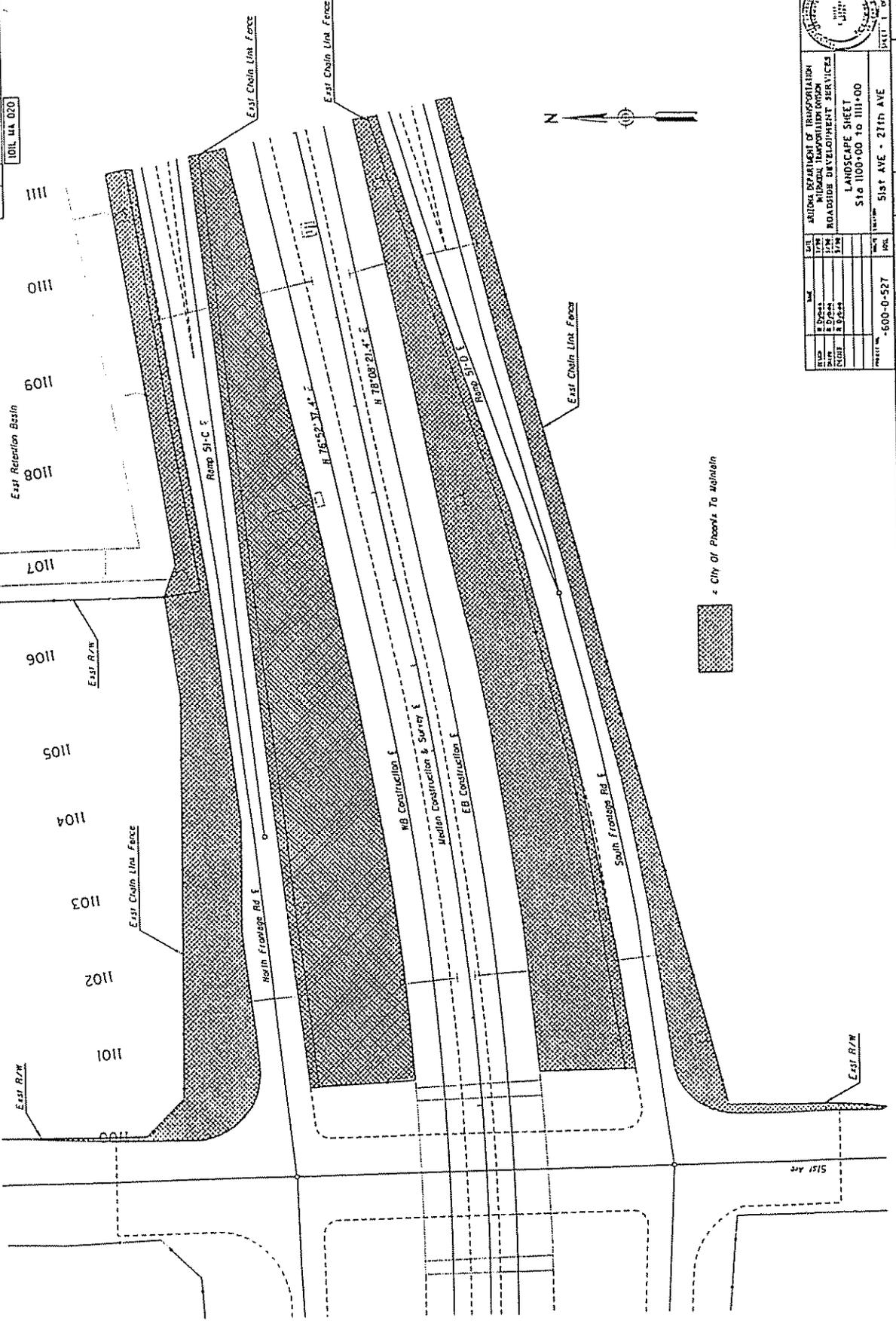
AGUA FRIA LOOP 101
95-04-1998 1127

TRACS NO. H4689 01 C

-600-0-527

OF

PROJECT NO.	600-0-527	22	61
DATE	9	11/11/00	
SCALE	1" = 100'		

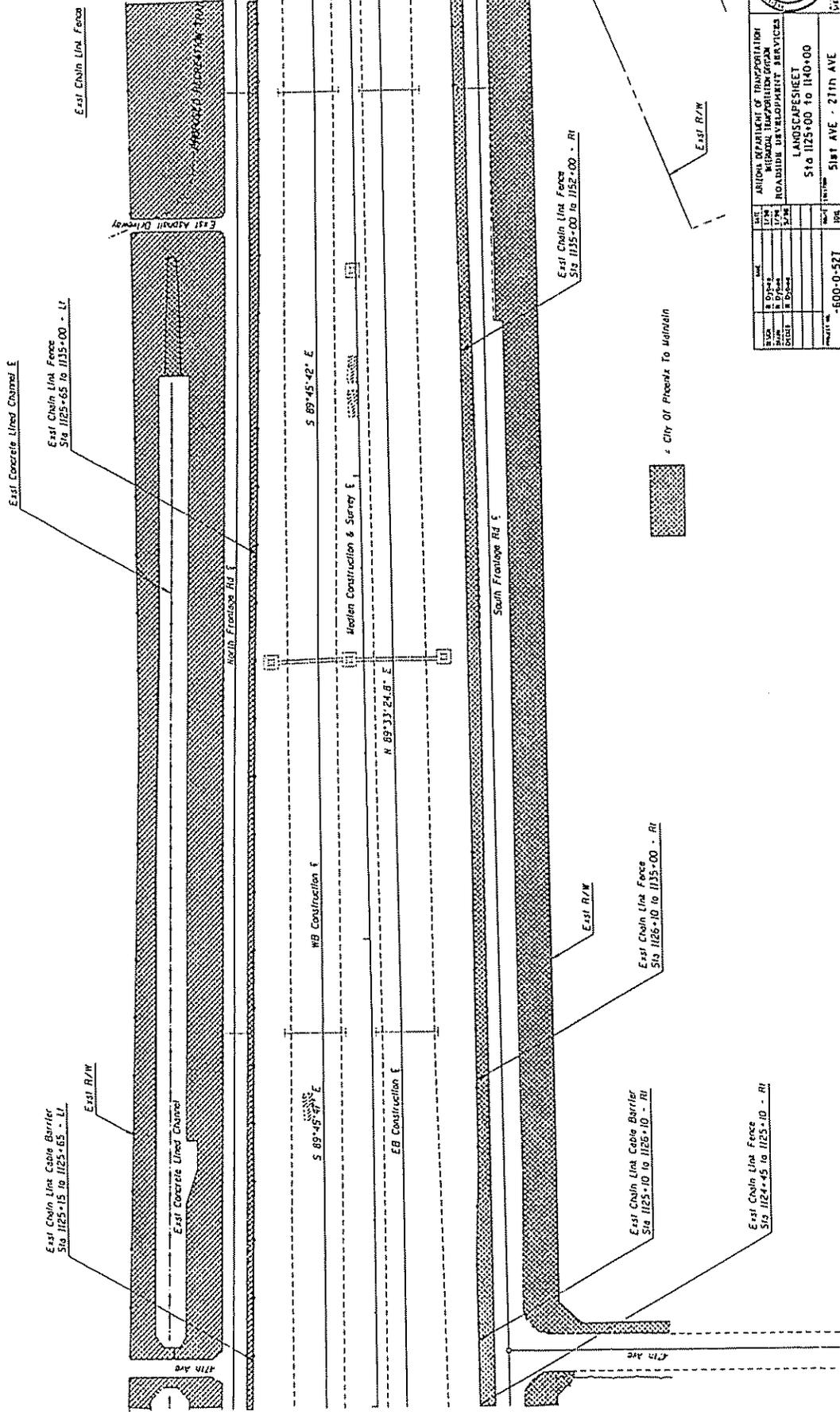


PROJECT NO.	600-0-527	22	61
DATE	9	11/11/00	
SCALE	1" = 100'		
ARIZONA DEPARTMENT OF TRANSPORTATION MIDLEVEL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES LANDSCAPE SHEET STA 1100+00 TO 1111+00 51ST AVE - 21ST AVE			

TRACS NO. H4689 01 C
 VIST MARK BODGA
 07-24-1998 13.07
 -600-0-527
 OF

DATE	11/11/11	PROJECT NO.	600-0-527	DATE	11/11/11
BY	9	SCALE	AS SHOWN	BY	BA
100L MA 020					

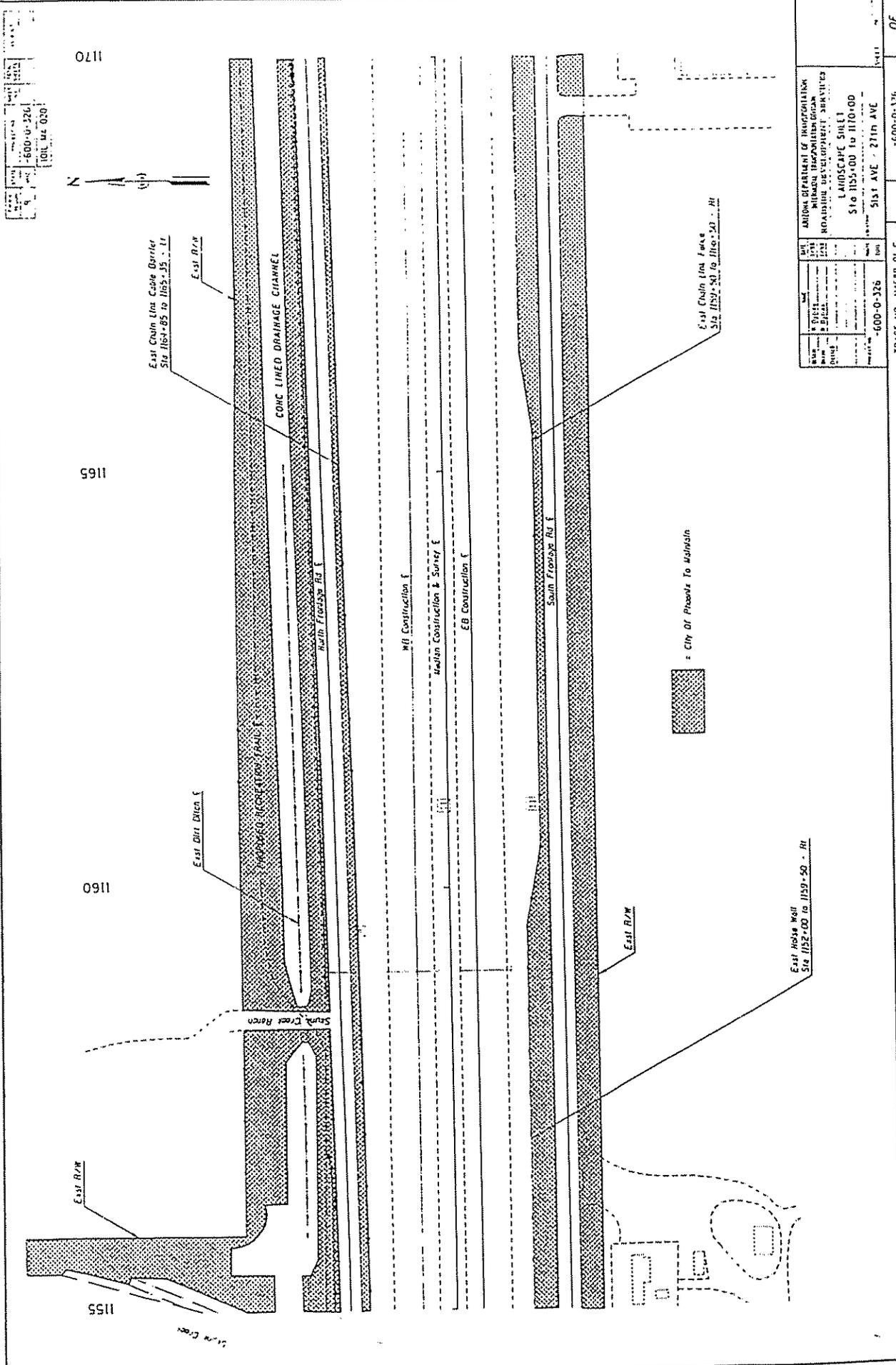
1140
1139
1138
1137
1136
1135
1134
1133
1132
1131
1130
1129
1128
1127
1126
1125



STATE	MA	FEDERAL ROAD DISTRICT	1
COUNTY	WINDHAM	SECTION	1
TOWNSHIP	WINDHAM	ROUTE	1
CITY/TOWN	WINDHAM	PROJECT NO.	600-0-527
DATE	11/11/11	SCALE	AS SHOWN
LANDSCAPESHEET			
Sta 1125+00 to 1140+00			
SHEET 3 OF 11			

TRACS NO. 114689 01 C
-600-0-527
NEW HAMP. ROADER
OF

DATE	11/11/11	PROJECT NO.	600-0-527
BY	9	SCALE	AS SHOWN



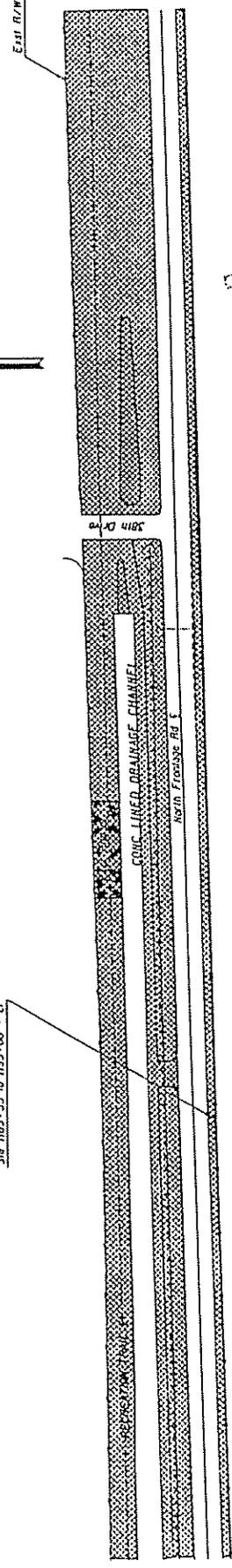
ANIMAL DEPARTMENT OF TRANSPORTATION MOUNTAIN DEVELOPMENT SERVICES	
PROJECT NO.	600-0-326
DATE	11/15/00
BY	...
CHECKED BY	...
APPROVED BY	...
LANDSCAPE SHEET	
SITE 1155-00 TO 1170-00	
51ST AVE - 27TH AVE	
-600-0-326	

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9		-600-0-527	27	61
101L MA 020				



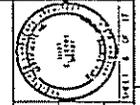
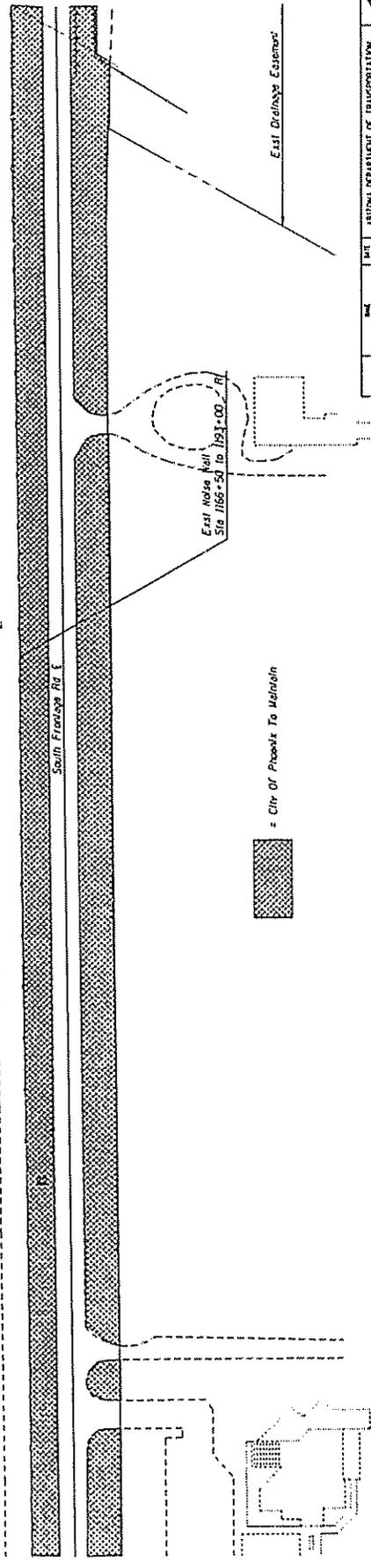
1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185

East Chain Link Fence
Sta 1163+35 to 1193+00 - U



MB Construction E
Kolan Construction & Survey E
EB Construction E

N 89°13'24.6" E

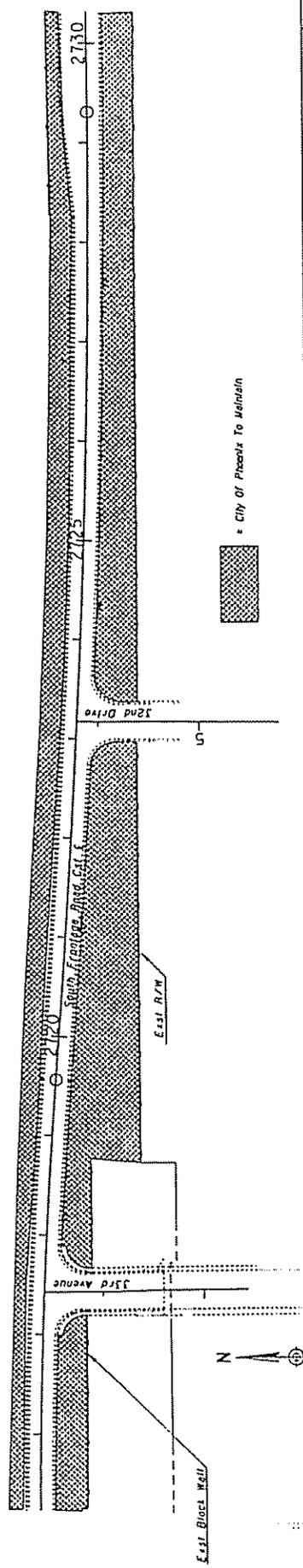
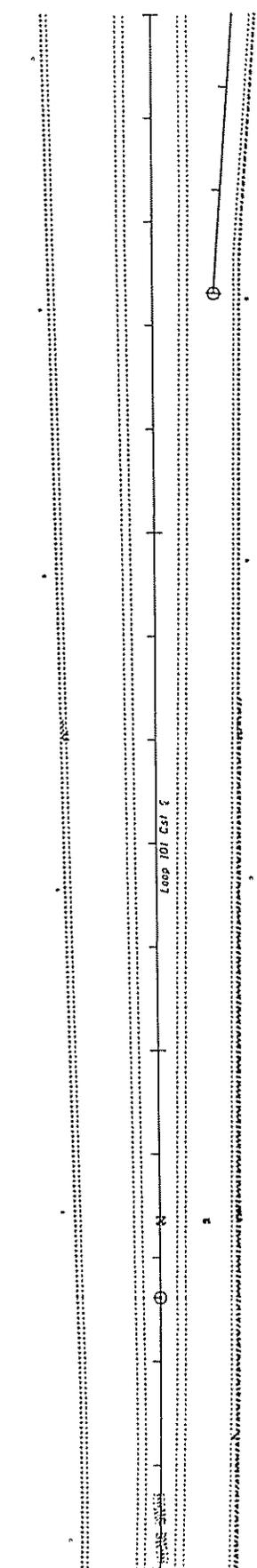
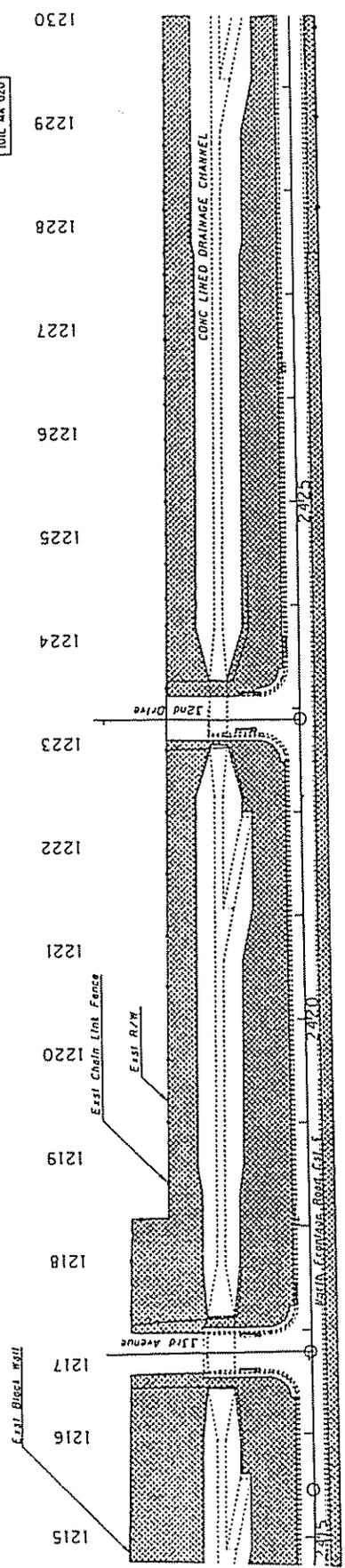


STATE	NO.	EXPIRES
ARIZONA	114689	01/01/2013

ARIZONA DEPARTMENT OF TRANSPORTATION
ROADSIDE DEVELOPMENT SERVICES
LANDSCAPE SHEET
51st & 1170+00 TO 1185+00
51st AVE - 27th AVE

DATE	1/11/00	PROJECT NO.	600-0-527	SHEET	30	OF	61
NO.	9	DATE	10/11/00	PROJECT NO.	600-0-527	SHEET	30

101L NA 020



DATE	1/11/00	PROJECT NO.	600-0-527	SHEET	30	OF	61
NO.	9	DATE	10/11/00	PROJECT NO.	600-0-527	SHEET	30

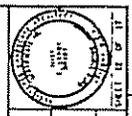
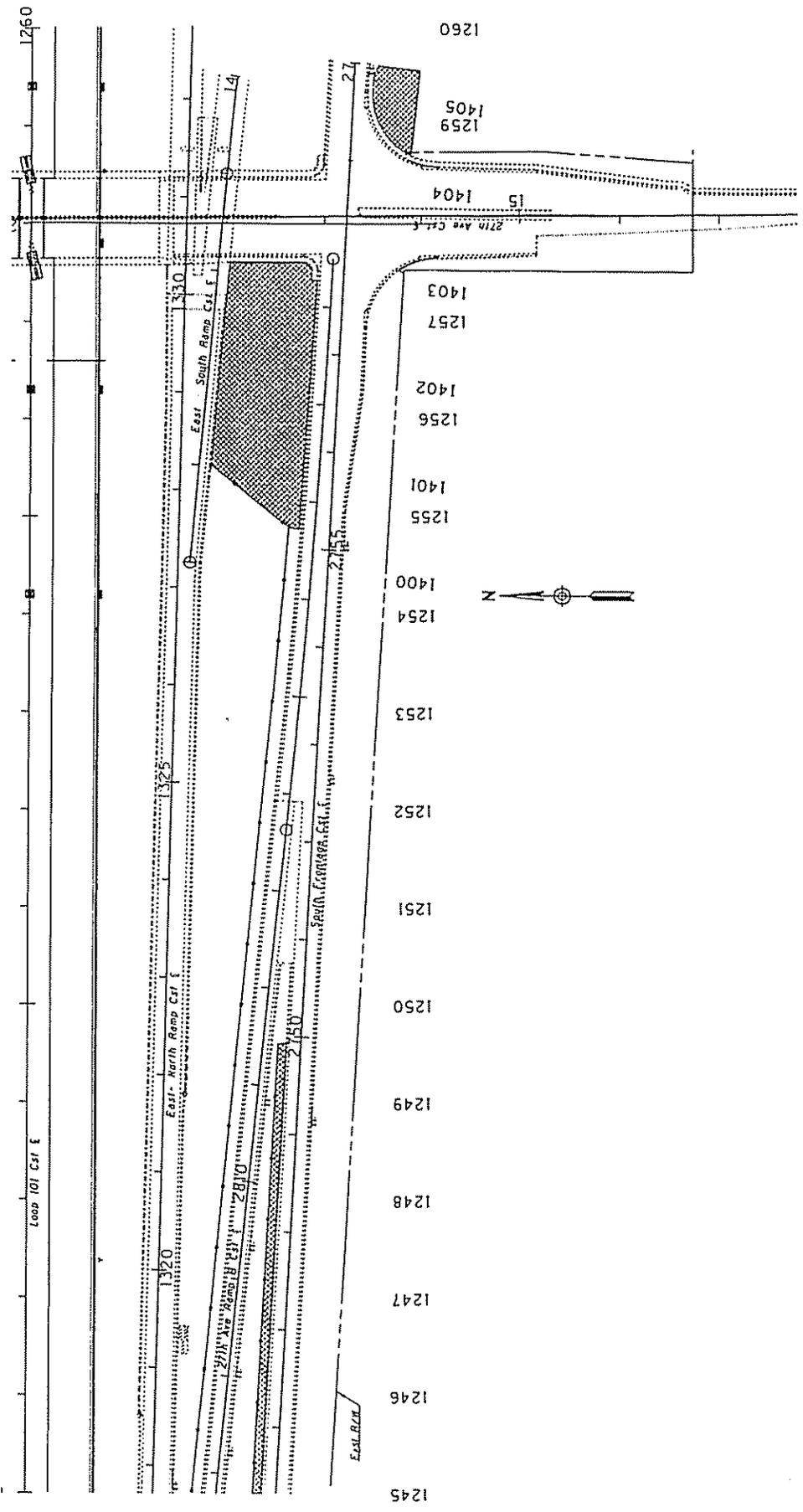
101L NA 020

ARIZONA DEPARTMENT OF TRANSPORTATION
 MIDDMON IMPROVEMENT DIVISION
 ROADSIDE DEVELOPMENT SERVICES

LANDSCAPE SHEET
 Sta 1215+00 To 1230+00

PROJECT NO. 600-0-527
 TRACES NO. H4689 01 C
 S181 AVE - 21TH AVE
 -600-0-527

PROJECT NO.	181L HA 020
DATE	9/11/01
SCALE	AS SHOWN
PROJECT NO.	600-0-527 33 61
DATE	10/11/01



ARIZONA DEPARTMENT OF TRANSPORTATION
 TRUCK AND EQUIPMENT SERVICES
 LANDSCAPE SHEET
 Sta 1245+00 to 1260+00
 PROJECT NO. -600-0-527
 SHEET 33 OF 37

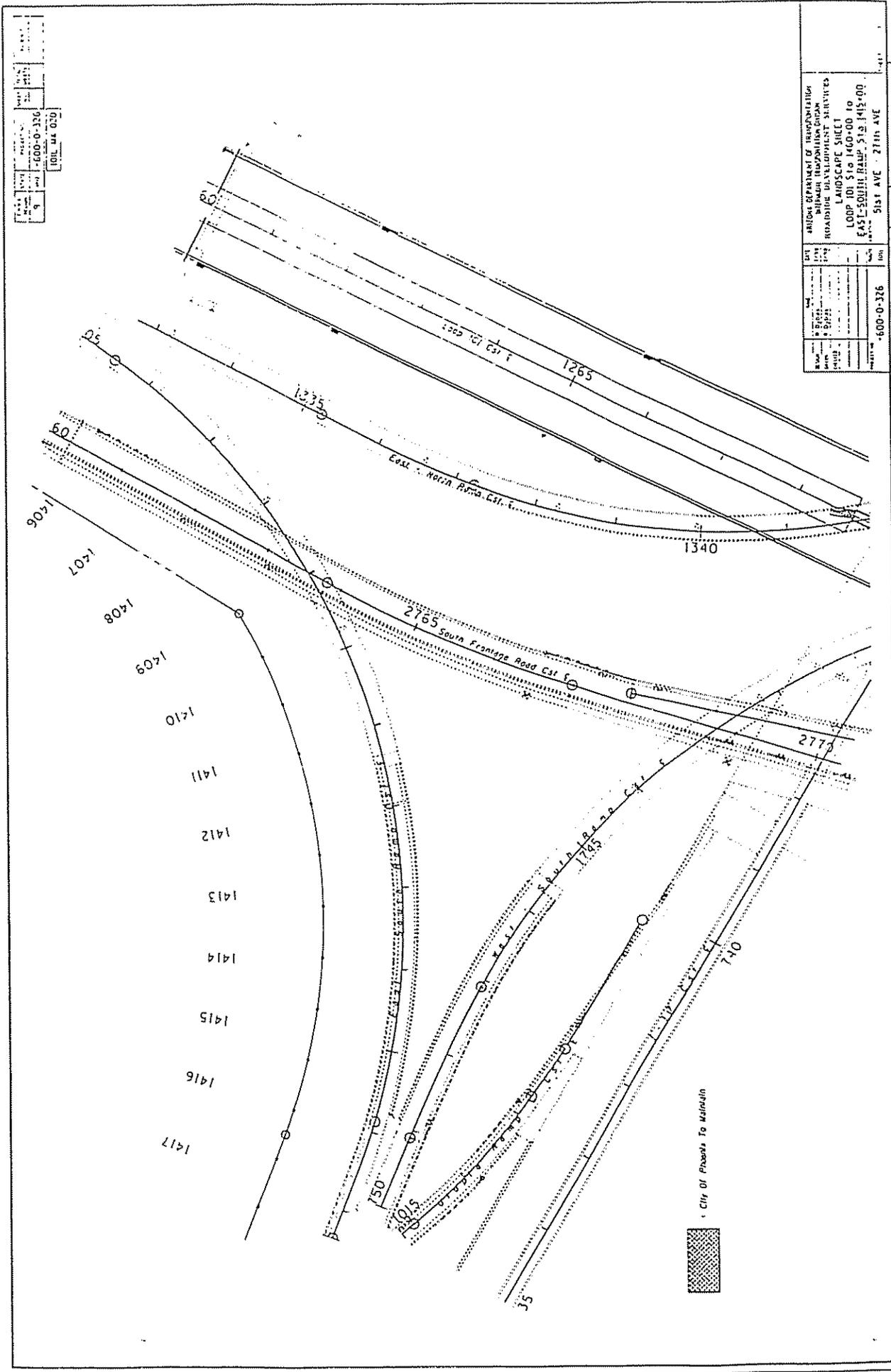
OF

TRACS NO. H4689 01 C

SEE MAP, BORDER

86-00-1150 1143

DATE	10/11/01
PROJECT NO.	600-0-527 33 61
SCALE	AS SHOWN
PROJECT NO.	181L HA 020
DATE	9/11/01



PROJECT NO.	800-0-326
DATE	10/11/07
SCALE	AS SHOWN
BY	...
CHECKED BY	...
APPROVED BY	...

PROJECT NO.	800-0-326
DATE	10/11/07
SCALE	AS SHOWN
BY	...
CHECKED BY	...
APPROVED BY	...

ARIZONA DEPARTMENT OF TRANSPORTATION
 BUREAU OF TRANSPORTATION DESIGN
 LANDSCAPE ARCHITECTURE DIVISION
 LOOP RD. STATION 1265+00 TO 1417+00
 EAST - NORTH RAMP, STATION 1412+00 TO 1417+00
 51ST AVE - 27TH AVE

TRACS NO. 14689 01 C

800-0-326

1000-0-326

OF

NO.	DATE	DESCRIPTION

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9		-600-0-326		13
100% PLAN			100% PLAN	

Sta 2300+00.00 Cst @ South-West Ramp
 Sta 759+05.28 Cst @ I-17, 190.91' LT
 Sta 2216+76.41 Cst @ South-East Ramp, 12' RI

3106
3107
3108
3109
3110
3111
3112
3113
3114
3115
3116
3117
3118

East End of Link Fence
 East End of Link Fence
 East End of Link Fence

2205
2210
2215
2205
South - East Ramp Cst E

760
765
770



* City Of Phoenix To Maintain

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
10/24/08		-600-0-326		13
100% PLAN				

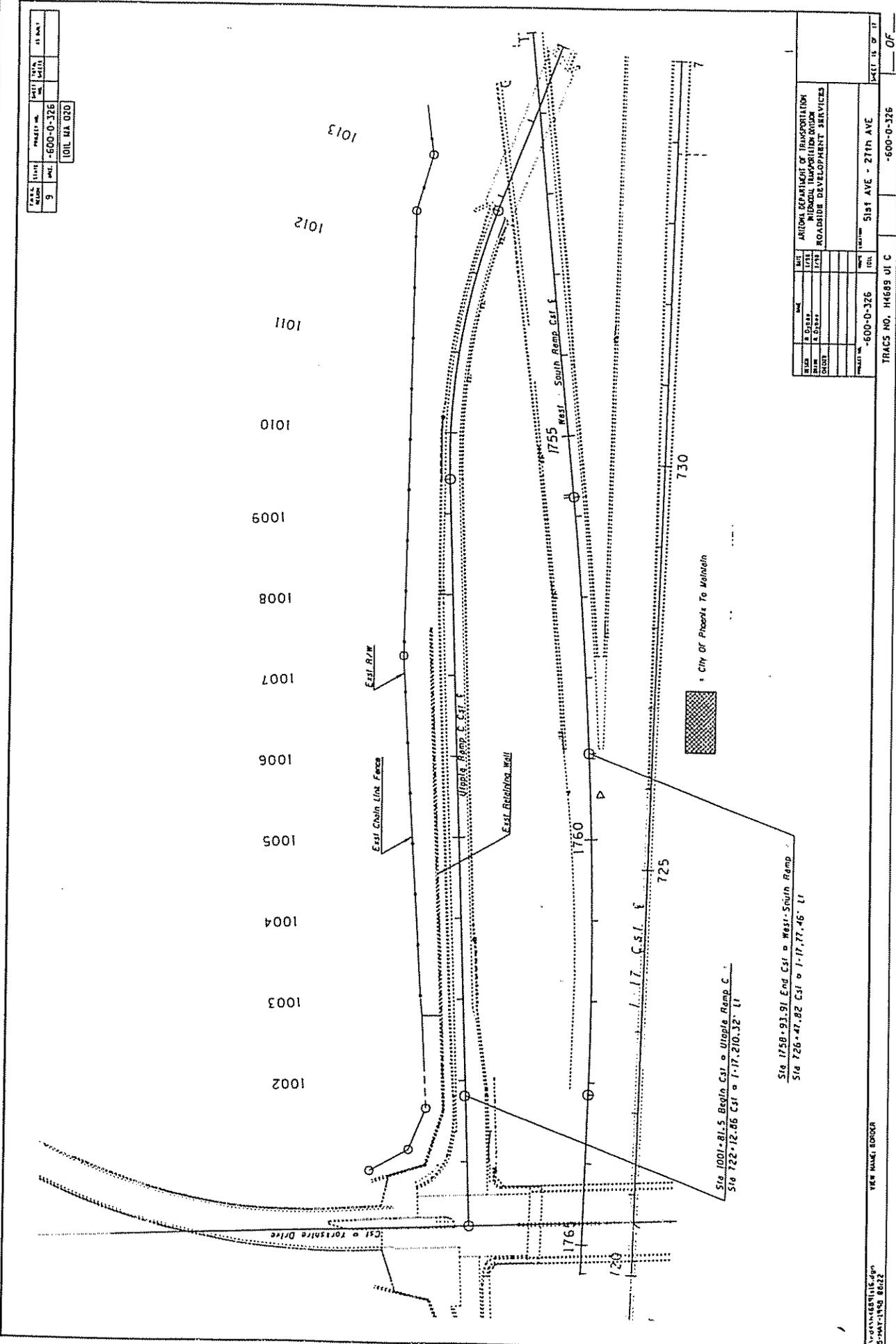
ARIZONA DEPARTMENT OF TRANSPORTATION
 METROLOGICAL ENGINEERING
 ROADSIDE DEVELOPMENT SERVICES

PROJECT NO. -600-0-326
 SHEET NO. 5181 AVE - 27TH AVE

TRACS NO. H4689 01 C

OF

PLAN NO.	1101	PROJECT NO.	600-0-326	SHEET NO.	11	TOTAL SHEETS	11
DATE	9	SCALE	AS SHOWN	1011 HA 020			



Sta 1001+81.5 Begin C.S.I. of Utople Ramp C. I
 Sta 1002+12.65 End C.S.I. of 1-17-210.32' LI
 Sta 1758+93.91 End C.S.I. of West South Ramp
 Sta 1759+47.82 End C.S.I. of 1-17-17.46' LI

DATE	DATE	BY	BY	PROJECT NO.	600-0-326	SHEET NO.	11	TOTAL SHEETS	11
10/11/01	10/11/01	JL	JL	ARIZONA DEPARTMENT OF TRANSPORTATION INTERNAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES					
SCALE				PROJECT NO.	600-0-326	SHEET NO.	11	TOTAL SHEETS	11
DATE				TRACES NO. H4685 J1 C					
DATE				51ST AVE - 27TH AVE					
DATE				-600-0-326					
DATE				-600-0-326					

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION
R:\AGENDA\RCAS\0701RCAS\0701M109.W61
Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ___ License Application ___ Other ___
Ordinance ___ Resolution x Emergency Clause? N (Y/N)

SUBJECT DISTRICT NO. 1 - AGREEMENT BETWEEN ADOT AND THE CITY OF PHOENIX
FOR CONSTRUCTION OF TRAIL, DRAINAGE FEATURES, CONTROLLERS AND
LANDSCAPE MAINTENANCE FROM 51ST AVENUE TO I-17 ALONG THE AGUA
FRIA FREEWAY FRONTAGE ROADS.
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: ROBERT J. BORTFELD Phone: 5-5817 WP Doc: rca98049.w61
Backup being sent under separate cover? (Y/N) N

RECOMMENDED BY Department Name: Street Transportation / Planning Department
Date Prepared: 06/18/98 Div. Approval: J. Don Herp, P.E.
Req. Agenda Date: 07/01/98 Dept Approval: James H. Matteson, PE
If prepared for a different department:
Dept. Name/Approval: Planning Department
David E. Richert

BID AWARD/ FORMAL ACTION Bid Bond Required? ___ Performance Bond Required? ___
Submitted By Low Bidder? ___ Amount? \$ ___
Contract Required? ___ Requisition No. ___
Contract Amendment? ___ Current Contract No: ___
Approved by: Ord. ___ FA ___ on Date: ___

BUDGET INFORMATION \$ 57,000.00 / \$89,700.00 To Be Encumbered? Y (Y/N)
Fiscal Year? FY 1999 & FY 2001
Source of Funds: 1988 FREEWAY MITIGATION BONDS / General Purpose
Index Code (s): PL1765006-D (Planning) / 6300004200 (St Trans)
Subobject(s): 510130 / (Water) 5103300 (Maintenance) 511100
Availability of Funds Approval: Tim Everill

CITY MANAGER'S OFFICE

Approved by: Jack Tevlin, 6/22/98 C.M Control Number 109

RECORDS SECTION CITY CLERK DEPARTMENT
File Number: ___ RCA Number: 24240
Ordinance Number: \$25505 Resolution Number: ___
AGENDA ACTION This item was: Adopted
Contract Number (if applicable): 84074
Comments: _____

COUNCIL SUPPORT Agenda Date: 07/01/98 ITEM NUMBER: 115

DISTRICT NO. 1 - AGREEMENT BETWEEN
ADOT AND THE CITY OF PHOENIX FOR
CONSTRUCTION OF TRAIL, DRAINAGE
FEATURES, CONTROLLERS AND LANDSCAPE
MAINTENANCE FROM 51ST AVENUE TO I-
17 ALONG THE AGUA FRIA FREEWAY
FRONTAGE ROADS.

Request to authorize the City Manager to enter into an agreement with the State of Arizona through the Arizona Department of Transportation (ADOT) for construction of portions of a recreational trail, drainage erosion control features, and additional irrigation controllers from 51st Avenue to I-17 along the Agua Fria Freeway frontage roads. The City of Phoenix has requested that the State of Arizona design and construct a decomposed granite multi use path and erosion control features along the Agua Fria/ Pima Freeway frontage roads in the area from 51st Avenue to the I-17/101 freeway to freeway interchange. This multi use path is indicated in the Outer Loop Specific Plan along the north side of the westbound frontage road. Additional controllers to match the current City standards are also being requested. The estimated cost of these improvements is \$57,000 and includes design, construction, and 14 percent construction engineering and administration costs.

Maintenance of the landscaping after the initial establishment period is also included in the agreement. The locations are typical of other sections of freeway currently being maintained by the City. Plans for the specific areas will be included in the intergovernmental agreement. The City shall furnish all water for landscaping installation and maintenance.

The estimated annual maintenance and water budget breakdown is as follows:

Maintenance	\$59,700	beginning in FY 2001
Water	<u>\$30,000</u>	beginning in FY 1999
Total	\$89,700	

The State will design, bid, and construct this work and will invoice the City upon execution of this agreement for an estimated amount of \$57,000.

The City will reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, and 14 percent construction engineering and administration.

CITIZEN NOTIFICATION

Many meetings were held with the public during project development to discuss the overall construction elements and schedules.

1/17/05

ORDINANCE NO. S 2 5 5 0 5

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF PORTIONS OF A RECREATIONAL TRAIL, CERTAIN DRAINAGE EROSION CONTROL FEATURES AND ADDITIONAL IRRIGATION CONTROLLERS ALONG THE AGUA FRIA FREEWAY FRONTAGE ROADS FROM FIFTY-FIRST AVENUE TO INTERSTATE SEVENTEEN; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

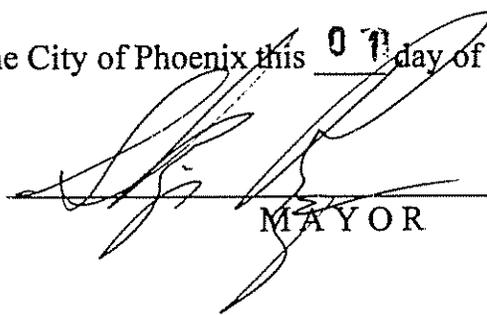
—————

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

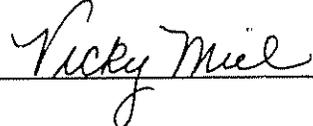
SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation for construction of certain portions of a recreational trail, drainage erosion control features and additional irrigation controllers along the Agua Fria Freeway frontage roads from Fifty-First Avenue to Interstate Seventeen.

SECTION 2. The City Controller is authorized to disburse funds in the amount of FIFTY-SEVEN THOUSAND DOLLARS (\$57,000.00) for purposes of this Ordinance.

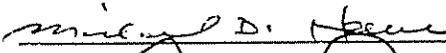
PASSED by the Council of the City of Phoenix this 07 day of July, 1998.


MAYOR

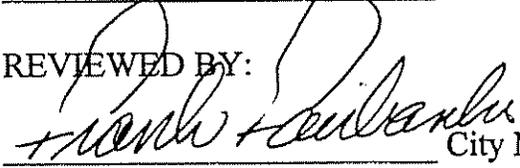
ATTEST:

 City Clerk

APPROVED AS TO FORM:

 ^{ACTING} City Attorney

REVIEWED BY:

 City Manager


1998 JUN 30 PM 2:08
CITY CLERK DEPT.



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0370TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 30, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:gt/14126

Enc.